



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

January 30, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SOUTHERN CALIFORNIA ALTERNATIVE TECHNOLOGY
PUBLIC OUTREACH IMPLEMENTATION PLAN
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for Southern California Alternative Technology Public Outreach Implementation Plan for an aggregate sum not to exceed \$485,430 to Cerrell Associates, Inc., located in Los Angeles, California. Should this contract be extended in annual increments, the Director of Public Works, contingent upon satisfaction of the performance of the foregoing services in strict accordance with the contract specifications, agrees to pay the contractor an annual amount not to exceed \$161,810. This contract will be for a term of 36 months, commencing upon Board approval, with two 1-year renewal options, not to exceed a total of five years. Funds are available in Public Works' 2006-07 Solid Waste Management (GD1) Fund.
2. Delegate authority to the Director to annually expend up to 15 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract, if required.

3. Delegate authority to the Director to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to approve contractor's entity change; and to approve and execute amendments, and to approve necessary changes to the scope of work; and to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The primary purpose of this contract is to develop and implement a public outreach campaign aimed at increasing the public's awareness and understanding of conversion technologies on an as-needed basis with intermittent assignments and deliverables. The work to be performed will consist of providing accurate information to stakeholders surrounding the conversion technology demonstration project and involving those stakeholders in the process in order to achieve the most successful and favorable results from the completed project.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an aggregate amount not to exceed \$485,430, plus 15 percent for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and our estimated utilization of the contractor's services. This contract will commence upon Board approval for a period of 36 months. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed five years.

Financing for this service is included in Public Works' 2006-07 Solid Waste Management (GD1) Fund.

This contract does not allow for a cost-of-living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On September 28, 2006, Public Works solicited proposals from 665 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP for this contracted service was submitted on September 28, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On November 2, 2006, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Cerrell Associates, Inc., located in Los Angeles, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Honorable Board of Supervisors
January 30, 2007
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This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
SOUTHERN CALIFORNIA ALTERNATIVE TECHNOLOGY
PUBLIC OUTREACH IMPLEMENTATION PLAN

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and CERRELL ASSOCIATES, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 2, 2006, hereby agrees to provide services as described in the attached specifications for Southern California Alternative Technology Public Outreach Implementation Plan, including, but not limited to Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Public Outreach Plan; the CONTRACTOR'S Proposal; Form PW-2.2, Schedule of Prices dated November 2, 2006 (Form PW-2.2 replaces PW-2.1), all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals are incorporated herein by reference and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the updated Schedule of Prices set forth in the Proposal and attached hereto as Schedule of Prices, Form PW-2.2, an amount not to exceed \$485,430, or such greater amount as the Board of Supervisors may approve (Maximum Contract Sum). Should this Contract be extended as provided in the Fourth paragraph below, the Director, contingent upon satisfaction of the performance of the foregoing services in strict accordance with the Contract specifications, agrees to pay the CONTRACTOR an annual amount not to exceed \$161,810.

FOURTH: This Contract's initial term shall be for a period of 36 months commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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FIFTH: The CONTRACTOR shall bill upon the completion of each Task at the amount quoted in Form PW-2.2, Schedule of Prices. Each deliverable must be approved by the COUNTY Department of Public Works (Public Works) for completion before the CONTRACTOR submits the invoice to Public Works. Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

ELEVENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CERRELL ASSOCIATES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD 634**Bid Title :** Southern California Alternative Technology Public Outreach Implementaion Plan (2006-AN003)**Bid Type :** Service**Department :** Public Works**Commodity :** RECYCLING SERVICES**Open Date :** 9/28/2006**Closing Date :** 10/19/2006 2:30 PM**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works is seeking proposals for Southern California Alternative Technology Public Outreach Implementation Plan (2006-AN003). The total cost of this service is estimated to be \$400,000 to an amount not to exceed \$500,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/asd/alternativetech.pdf> or from Ms. Jeanette Arismendez at (626) 458 4050, Monday through Thursday, 7 a.m. to 5:45 p.m.

Proposers must meet all minimum requirements set forth in the RFP, including, but not limited to, meeting the minimum of one year of experience in performing the type of service solicited.

A Proposers' Conference will be held on Thursday, October 19, 2006, at 2:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those who have not signed in as attending the Conference. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Thursday, November 2, 2006, at 5:30 p.m. Please direct your questions to Ms. Arismendez at the number above.

Contact Name : Jeanette Arismendez**Contact Phone# :** (626) 458-4050**Contact Email :** jarismen@ladpw.org**Last Changed On :** 10/3/2006 8:10:38 AM[Back to Last Window](#)

**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Cerrell Associates, Inc.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 38					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Total		Total		Total
	Male	Female	Male	Female	Male
Black/African American			2		3
Hispanic/Latino				1	2
Asian or Pacific Islander				1	1
American Indian					
Filipino -- OTHER					2
White	5	2	4	1	4

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	71 %
Women	%	%	%	%	%	29 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: CFO	Date: 11/2/06
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